

Counterparts - Kim Bartman

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

RECORDED 19630
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INTERSTATE COMMERCE COMMISSION
OF COUNSEL
URBAN A. LESTER

September 29, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies each of the following documents, all dated as of September 1, 1995 (unless otherwise indicated): a Lease Agreement, a primary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177; and the following secondary documents related thereto: Security Agreement-Trust Deed, Lease Supplement No. 1 (dated September 29, 1995), Security Agreement Supplement No. 1 (dated September 29, 1995), Memoranda of Coal Supply Service Agreement, Coal Supply Service Agreement Supplement No. 1, Assignment of Coal Supply Service Agreement.

The names and addresses of the parties to the enclosed documents are:

Lease Agreement and Lease Supplement No. 1

Lessor: Wilmington Trust Company, Owner Trustee
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Lessee: Comerica Bank
101 North Washington Square, 9th Floor
Lansing, Michigan 48933

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Security Agreement-Trust Deed and Security Agreement Supplement No. 1

Debtor: Wilmington Trust Company, Owner Trustee
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Secured Party: First Security Bank of Utah, National Association
79 South Main Street, 3rd Floor
Salt Lake City, Utah 84111

**Memoranda of Coal Supply Service Agreement
and Coal Supply Service Agreement Supplement No. 1**

Contractor: Comerica Bank
101 North Washington Square, 9th Floor
Lansing, Michigan 48933

Customer: Consumers Power Company
212 West Michigan Avenue
Jackson, Michigan 49201

Memorandum of Assignment of Coal Supply Service Agreement

Assignor: Comerica Bank
101 North Washington Square, 9th Floor
Lansing, Michigan 48933

Assignee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

A description of the railroad equipment covered by the enclosed documents is:

135 railcars bearing FSTX reporting marks and road numbers as set forth
on Schedule I to Lease Supplement No. 1.

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Also enclosed is a check in the amount of \$147.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/bg
Enclosures

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**SECURITY AGREEMENT
SUPPLEMENT NO. 1**

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT SUPPLEMENT NO. 1 (this "*Supplement*") dated September 29, 1995, between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not individually but solely as Owner Trustee (the "*Owner Trustee*"), and FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION (the "*Security Trustee*").

WITNESSETH:

Security Agreement-Trust Deed dated as of September 1, 1995 (herein called the "*Security Agreement*") from the Owner Trustee to the Security Trustee, provides for the execution and delivery of a Supplement thereto substantially in the form hereof, which shall particularly describe the Units (such term and other defined terms in the Security Agreement being herein used with the same meanings) being settled for on the date hereof and shall specifically grant a security interest in such Units.

The Owner Trustee in consideration of the premises and other good and valuable consideration, receipt whereof is hereby acknowledged, and intending to be legally bound, and in order to secure the equal and pro rata payment of both the principal of and interest and premium, if any, upon all Notes at any time outstanding under the Security Agreement according to their tenor and effect, and to secure the payment of all other indebtedness secured thereby and the performance and observance of all the covenants and conditions contained in the Notes, the Security Agreement and the Note Purchase Agreement, does hereby convey, warrant, mortgage, assign, pledge and grant unto the Security Trustee, a security interest in, all right, title and interest of the Owner Trustee in the Units described in Schedule 1 attached hereto, as the same is now and will hereafter be constituted, whether now owned by the Owner Trustee or hereafter acquired, leased or to be leased under the Lease or provided or to be provided under the Coal Supply Service Agreement, together with all accessories, equipment, parts and appurtenances appertaining or attached to such Units, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to such Units, subject, however, to the interest of the Lessee under the Lease and the Permitted Designee under the Coal Supply Service Agreement.

TO HAVE AND TO HOLD the aforesaid property unto the Security Trustee, its successors and assigns forever, upon the terms and conditions set forth in the Security Agreement for the equal and proportionate benefit, security and protection of all present and future holders of the Notes.

This Supplement shall be construed in connection with and as part of the Security Agreement and all terms, conditions and covenants contained in the Security Agreement, except as herein modified, shall be and remain in full force and effect.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplement may refer to the "*Security Agreement*"

dated as of September 1, 1995" or the "*Security Agreement*" without making specific reference to this Supplement, but nevertheless all such references shall be deemed to include this Supplement unless the context shall otherwise require.

This Supplement may be executed and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Supplement.

This Supplement shall be construed in accordance with and governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Owner Trustee has caused this Supplement to be executed, and the Security Trustee has caused this Supplement to be executed on its behalf by one of its duly authorized officers.

WILMINGTON TRUST COMPANY, not
individually but solely as Owner Trustee

By  _____
Its **Donald G. MacKelcan**
Senior Financial Services Officer

AS OWNER TRUSTEE

FIRST SECURITY BANK OF UTAH, NATIONAL
ASSOCIATION

By _____
Its

AS SECURITY TRUSTEE

IN WITNESS WHEREOF, the Owner Trustee has caused this Supplement to be executed, and the Security Trustee has caused this Supplement to be executed on its behalf by one of its duly authorized officers.

WILMINGTON TRUST COMPANY, not
individually but solely as Owner Trustee

By _____
Its

AS OWNER TRUSTEE

FIRST SECURITY BANK OF UTAH, NATIONAL
ASSOCIATION

By  _____
Its Trust Officer

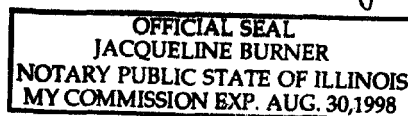
AS SECURITY TRUSTEE

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 28th day of September, before me personally appeared Donald G. MacKelcan to me personally known, who being by me duly sworn, says that [s]he is a Senior Financial Services Officer of Wilmington Trust Company, that said instrument was signed on behalf of said corporation in its capacity as Owner Trustee by authority of its Board of Directors; and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jacqueline Burner
Notary Public

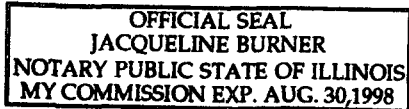
(SEAL)



My commission expires _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 28th day of September, 1995, before me personally appeared Brett R. King, to me personally known, who being by me duly sworn, says that he is a Trust Officer of First Security Bank of Utah, National Association, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



jacqueline burner
Notary Public

(SEAL)

My commission expires _____

DESCRIPTION OF UNITS

QUANTITY OF UNITS	UNIT NUMBERS
10 high side aluminum bodied Avalanche railcars	FSTX 0097-0099, inclusive, FSTX 9001-9004, inclusive, FSTX 9007-9009, inclusive
125 high side aluminum bodied rotary dump BethGon Coalporter railcars	FSTX 0001-0010, inclusive, FSTX 5502, FSTX 5504-5556, inclusive, FSTX 5558-5583, inclusive, FSTX 5585-5619, inclusive